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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 063713

2009 SEP 17 PM 3:45

MICHAEL A. BROWN
RECORDER

ASSIGNMENT OF RENTS AND LEASES

Steger, Illinois

September 17, 2009

KNOW ALL MEN BY THESE PRESENTS, that BLB St. John, LLC, an Indiana limited liability company, (hereinafter called First Party), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto: FIRST UNITED BANK, its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Lake and State of Indiana, and described as follows, to-wit:

**SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
WHICH IS MADE A PART HEREOF.**

This Assignment is made and given as security for (i) the payment in full of all principal of and interest on a certain promissory note executed by First Party and payable to the order of Second Party, as follows: a promissory note in the amount of \$1,800,000.00 dated September 17, 2009, and any modification, extension, renewal, replacement or substitution thereof (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage dated September 17, 2009, executed by First Party in favor of Second Party (the "Mortgage") conveying and mortgaging the real estate described in Exhibit A, as security for the Note and any and all other indebtedness intended to be secured thereby, and (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by Second Party in realizing upon, or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

This Assignment shall not become operative until a default exists in the payment of

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RM

principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note secured thereby.


Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the note or notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage or before or after any sale therein forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in its discretion, may with or without force and with or without process of law and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage enter upon, take and maintain possession of all or any part of said real estate and premises herein above described, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as it may see fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises; and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings,, revenues, rents, issues, profits and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:(1) to the payment of interest on the principal and overdue interest on the note or notes secured by said Mortgage at the rate therein provided; (2) to the payment of the interest accrued and unpaid on the said note or notes; (3) to the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) to the payment of any and all charges secured by or created under the said Mortgage above referred to; and (5) to the payment of the balance, if any,

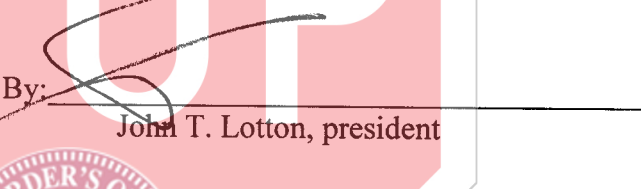
after the payment in full of the terms hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

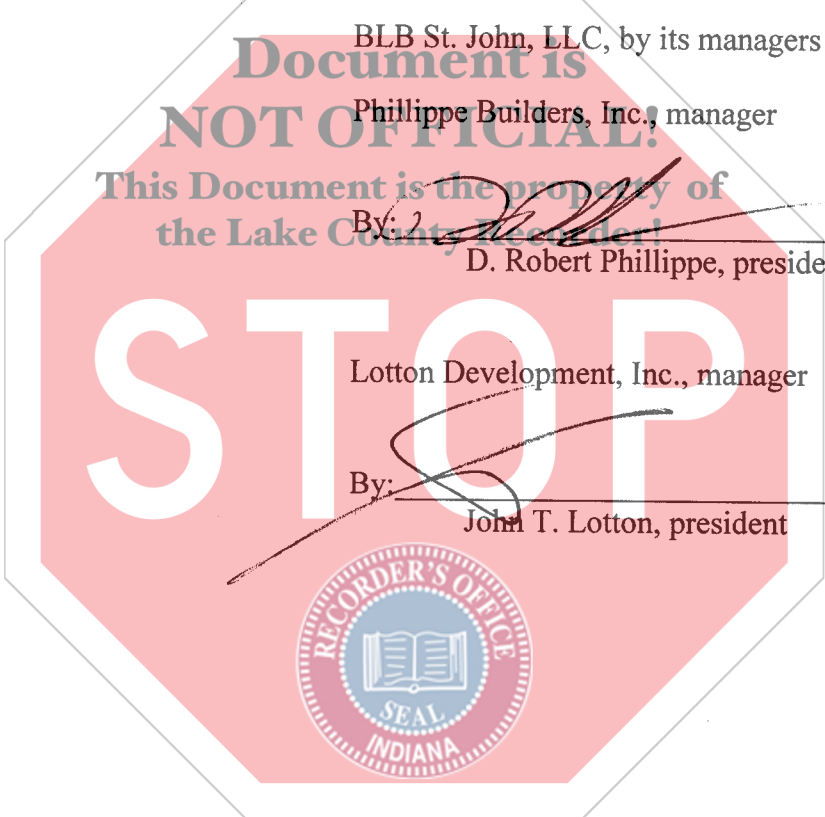
This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and insure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors and assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit. The payment of the note and release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

IN WITNESS WHEREOF, BLB St. John, LLC has caused these presents to be signed by its managers as the day and year first above written.

BLB St. John, LLC, by its managers
Phillippe Builders, Inc., manager
By: 
D. Robert Phillippe, president

Lotton Development, Inc., manager
By: 
John T. Lotton, president

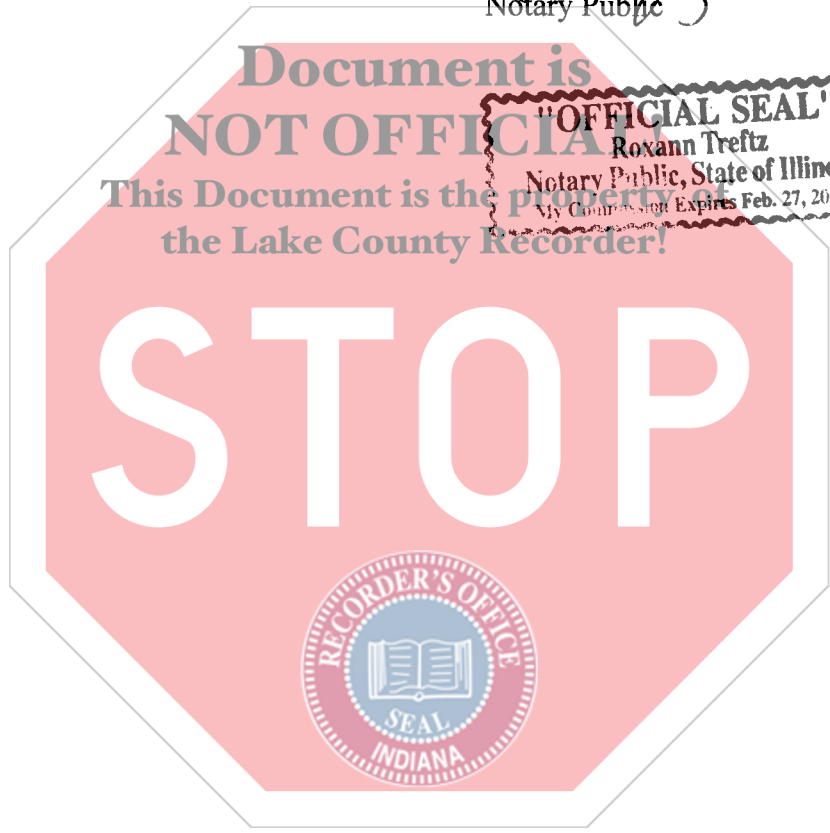


STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, Roxann Treftz, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that D. Robert Phillippe, President of Phillippe Builders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as BLB St. John, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 17th day of September, 2009

Roxann Treftz
Notary Public

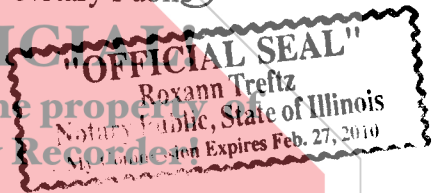


STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, Roxann Treftz, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that John T. Lotton, President of Lotton Development, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as BLB St. John, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 17th day of September, 2009

Roxann Treftz
Notary Public



This document was prepared by:

Edward L. Morrison, Jr.
219 Early St.
Park Forest, IL 60466

After recording mail to:

First United Bank
700 Exchange Street
Crete, IL 60417

Attention: Theresa Hershberger

Fubloans/BLBSTJDev15/AssRnt

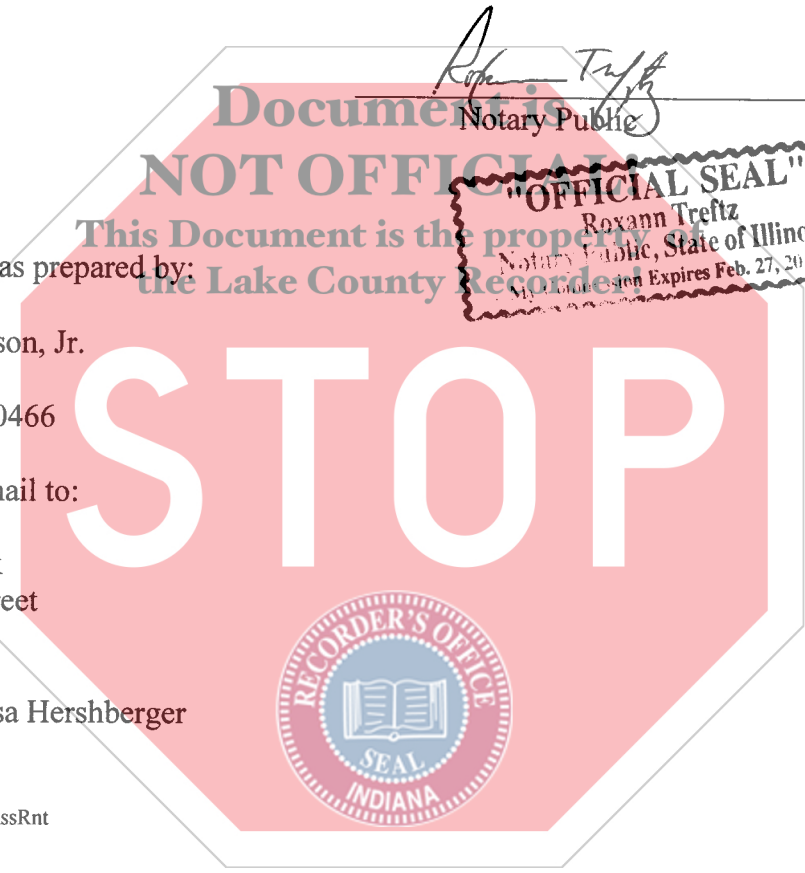


EXHIBIT A

That part of the Northeast Quarter, the Southeast Quarter and the East Half of the Northwest Quarter and the Southwest Quarter of Section 3, Township 34 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, Described as follows:

Commencing at the Southeast corner of said Section 3; thence North 89 degrees 27 minutes 42 seconds West, along the South line of said Section 3 a distance of 1543.59 feet, to the Southwest corner of a parcel of land conveyed to R R and BJ Partnership by Trustees Deed recorded as Document No. 92082143 in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 32 minutes 18 seconds East, 35.00 feet to the North Right of Way of US 231 and a place of beginning; thence North 89 degrees 27 minutes 42 seconds West, along the North Right of Way of US 231, a distance of 463.70 feet; thence North 00 degrees 32 minutes 18 seconds East, 1423.40 feet; thence North 89 degrees 27 minutes 42 seconds West, 719.05 feet; thence North 00 degrees 32 minutes 18 seconds East, 1026.80 feet; thence South 89 degrees 27 minutes 42 seconds East, 126.54 feet; thence South 00 degrees 32 minutes 18 seconds West 39.29 feet; thence South 46 degrees 27 minutes 39 seconds East, 147.33 feet; thence South 75 degrees 30 minutes 56 seconds East, 101.99 feet; thence North 75 degrees 25 minutes 48 seconds East, 58.33 feet; thence North 59 degrees 18 minutes 07 seconds East, 108.00 feet; thence North 75 degrees 25 minutes 48 seconds East, 70.37 feet; thence North 67 degrees 00 minutes 42 seconds East, 76.93 feet; thence North 38 degrees 56 minutes 18 seconds East 135.81 feet; thence South 51 degrees 03 minutes 42 seconds East 70.00 feet; thence North 38 degrees 56 minutes 18 seconds East 250.00 feet; thence South 51 degrees 03 minutes 42 seconds East, 2.94 feet to a point of curvature; thence along an arc of a curve concave to the Northeast, having a radius of 500 feet, having a chord bearing of South 57 degrees 27 minutes 58 seconds East, 111.78 feet; thence North 26 degrees 07 minutes 47 seconds East, 150.00 feet; thence South 70 degrees 42 minutes 27 seconds East, 83.33 feet; thence South 84 degrees 25 minutes 35 seconds East, 84.81 feet; thence North 02 degrees 50 minutes 35 seconds East, 206.13 feet; thence North 17 degrees 18 minutes 52 seconds East 105.35 feet; thence North 46 degrees 22 minutes 09 seconds East, 105.35 feet; thence North 75 degrees 25 minutes 25 seconds East, 105.35 feet; thence South 75 degrees 31 minutes 18 seconds East, 105.35 feet; thence South 58 degrees 41 minutes 44 seconds East, 150.00 feet; thence South 00 degrees 00 minutes 25 seconds West, 301.34 feet; thence North 89 degrees 59 minutes 35 seconds East, 630.00 feet; thence North 00 degrees 00 minutes 25 seconds West, 54.68 feet to a point of curvature; thence along an arc of a curve concave to the East, having a radius of 300.00 feet, having a chord bearing of North 01 degrees 28 minutes 31 seconds East, 15.52 feet to a point of non-tangency; thence South 89 degrees 13 minutes 50 seconds East, 76.69 feet to the Northwest corner of a parcel of land conveyed to Gerard W. Bohling and Kathleen Ann Bohling by Warranty Deed recorded as Document No. 581927 in the Office of the Recorder of Lake County, Indiana; thence South 00 degrees 00 minutes 25 seconds East 200 feet to the Southwest corner of said parcel; thence South 89 degrees 13 minutes 50 seconds East, 300.00 feet along the South line of said parcel to the East line of the Southeast Quarter of said Section 3; thence South 00 degrees 00 minutes 25 seconds East, 65.05 feet along the East line of the Southeast Quarter of said Section 3; thence South 89 degrees 59 minutes 35 seconds West, 410.06 feet; thence South 00 degrees 00 minutes 25 seconds East, 200 feet; thence South 89 degrees 59 minutes 35 seconds West, 155.00 feet; thence South 00 degrees 00 minutes 25 seconds East, 62.00 feet; thence South 04 degrees 41 minutes 44 seconds West 63.26 feet; thence South 16 degrees 41 minutes 50 seconds West, 49.10 feet; thence South 28 degrees 42 minutes 59 seconds West, 61.88 feet; thence South 35 degrees 10 minutes 18 seconds West, 454.00 feet; thence South 35 degrees 14 minutes 03 seconds West, 71.50 feet; thence South 37 degrees 11 minutes 00 seconds West, 59.89 feet; thence South 40 degrees 08 minutes 53 seconds West, 69.50 feet; thence South 43 degrees 06 minutes 46 seconds West, 59.85 feet; thence South 46 degrees 51 minutes 38 seconds West, 66.28 feet; thence South 57 degrees 14 minutes 43 seconds West, 53.42 feet; thence South 69 degrees 04 minutes 42 seconds West, 62.03 feet; thence South 80 degrees 54 minutes 42 seconds West, 53.42 feet; thence North 87 degrees 10 minutes 29 seconds West, 129.86 feet; thence South 58 degrees 35 minutes 08 seconds West, 69.04 feet; thence South 51 degrees 56 minutes 04 seconds West, 111.53 feet; thence South 00 degrees 00 minutes 00 seconds East 600.34 feet; thence South 90 degrees 00 minutes 00 seconds West, 25.40 feet; thence South 00 degrees 00 minutes 00 seconds East, 185.00 feet to the Northwest corner of a parcel of land conveyed to R R and BJ Partnership by Trustees Deed recorded as Document No. 92082143 in the Office of the Recorder of Lake County, Indiana; thence South 00 degrees 32 minutes 18 seconds West, 535.00 feet along the West line of said parcel to the place of beginning.

Address: POD 7-B in the Gates of St. John, St. John, IN

Tax Id#s: 45-15-03-400-012.000-015; and 45-15-03-400-027.000-015 (affects this real estate and other real estate)